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LOWE'S HOME CENTERS, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

JAMES O'DONNELL,

Plaintiff,

V.

LOWE'S HOME CENTERS, LLC, a
North Carolina limited liability company,
AND DOES 1 through 10,

Defendants.

Case No.: 8:18-cv-873

Assigned for All Purposes To:

Judge: Cormac J. Carney
Ctrm: 9B

**[PROPOSED] STIPULATED
PROTECTIVE ORDER¹**

**[Discovery Matter: Referred to
Magistrate Judge Rozella A. Oliver]**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
2 Stipulated Protective Order. The parties acknowledge that this Order does not confer
3 blanket protections on all disclosures or responses to discovery and that the protection
4 it affords from public disclosure and use extends only to the limited information or items
5 that are entitled to confidential treatment under the applicable legal principles.

6 **B. GOOD CAUSE STATEMENT**

7 The parties submit that good cause exists for the issuance of this Protective
8 Order for the following reasons:

9 (i) Discovery obtained in the above-captioned action may involve disclosure
10 of non-public, confidential, proprietary, commercially sensitive and/or trade secret
11 information. Disclosure of this information to persons who are not entitled to it
12 carries the danger of compromising the competitive business interests of Defendant,
13 and also risks invasion of legitimate personal privacy interests of Plaintiff and non-
14 parties;

15 (ii) Defendant anticipates that it may need to produce material that contains
16 proprietary information concerning its business practices and procedures for the
17 operation of its stores that may be of value to a competitor or may cause harm to its
18 legitimate business interests in the marketplace;

19 (iii) Defendant further anticipates that it may need to produce non-public
20 information concerning Plaintiff or non-parties that is personal in nature and/or
21 protected by the right of privacy;

22 (iv) The issuance of this Protective Order will allow for efficiency in the
23 discovery process and provide a mechanism by which discovery of relevant
24 confidential information may be obtained in a manner that protects against risk of
25 disclosure of such information to persons not entitled to such information; and

26 (v) The issuance of this Protective Order will protect the parties' interests by
27 providing the parties recourse in this Court in the event that a party or non-party
28 improperly handles non-public, confidential, proprietary, commercially sensitive

1 and/or trade secret information that the parties have had to exchange in the course of
2 discovery propounded and depositions taken in this action.

3 (vi) Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for and
7 in the conduct of trial, to address their handling at the end of the litigation, and serve
8 the ends of justice, a protective order for such information is justified in this matter. It
9 is the intent of the parties that information will not be designated as confidential for
10 tactical reasons and that nothing be so designated without a good faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good cause
12 why it should not be part of the public record of this case.

13 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
14 SEAL

15 The parties further acknowledge, as set forth in Section 12.3, below, that this
16 Stipulated Protective Order does not entitle them to file confidential information under
17 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
18 standards that will be applied when a party seeks permission from the court to file
19 material under seal.

20 There is a strong presumption that the public has a right of access to judicial
21 proceedings and records in civil cases. In connection with non-dispositive motions,
22 good cause must be shown to support a filing under seal. See *Kamakana v. City and*
23 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
24 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,
25 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
26 cause showing), and a specific showing of good cause or compelling reasons with
27 proper evidentiary support and legal justification, must be made with respect to
28 Protected Material that a party seeks to file under seal. The parties' mere designation of

1 Disclosure or Discovery Material as CONFIDENTIAL does not—without the
2 submission of competent evidence by declaration, establishing that the material sought
3 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
4 constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial, then
6 compelling reasons, not only good cause, for the sealing must be shown, and the relief
7 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos*
8 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
9 of information, document, or thing sought to be filed or introduced under seal in
10 connection with a dispositive motion or trial, the party seeking protection must
11 articulate compelling reasons, supported by specific facts and legal justification, for the
12 requested sealing order. Again, competent evidence supporting the application to file
13 documents under seal must be provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in its
15 entirety will not be filed under seal if the confidential portions can be redacted.

16 If documents can be redacted, then a redacted version for public viewing,
17 omitting only the confidential, privileged, or otherwise protectable portions of the
18 document, shall be filed. Any application that seeks to file documents under seal in their
19 entirety should include an explanation of why redaction is not feasible.

20 2. **DEFINITIONS**

21 1. **Action:** This pending federal law suit, *James O'Donnell v. Lowe's Home*
22 *Centers, LLC*, Case No.: 8:18-cv-873.

23 2. **Challenging Party:** a Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 3. **"CONFIDENTIAL" Information or Items:** information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for protection

1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
2 Cause Statement.

3 4. Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff).

5 5. Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 6. Disclosure or Discovery Material: all items or information, regardless of
9 the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 7. Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
14 expert witness or as a consultant in this Action.

15 8. House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 9. Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 10. Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party, and includes support staff.

24 11. Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 12. Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 13. Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 14. Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 15. Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected
11 Material (as defined above), but also (1) any information copied or extracted from
12 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
13 Material; and (3) any testimony, conversations, or presentations by Parties or their
14 Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the trial
16 judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees
20 otherwise in writing or a court order otherwise directs. Final disposition shall be
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
22 or without prejudice; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24 including the time limits for filing any motions or applications for extension of time
25 pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material, documents, items,
8 or communications for which protection is not warranted are not swept unjustifiably
9 within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations that
11 are shown to be clearly unjustified or that have been made for an improper purpose
12 (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating Party
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and before
6 the designation, all of the material made available for inspection shall be deemed
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or portions
9 thereof, qualify for protection under this Order. Then, before producing the specified
10 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
11 that contains Protected Material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the
15 Disclosure or Discovery Material on the record, before the close of the deposition all
16 protected testimony. Any Party may also designate testimony that is entitled to
17 protection by notifying all Parties in writing within twenty (20) days of receipt of the
18 transcript, of the specific pages and lines of the transcript that should be treated as
19 “Confidential” thereafter. Each Party shall attach a copy of such written notice or
20 notices to the face of the transcript and each copy thereof in its possession, custody,
21 or control. Unless otherwise indicated, all deposition transcripts shall be treated as
22 “Confidential” for a period of twenty (20) days after the receipt of the transcript.
23 This preliminary treatment, however, shall not limit a deponent’s right to review the
24 transcript of his or her deposition. This preliminary treatment shall not limit a Party’s
25 use of any deposition transcript or exhibits, which have not previously been expressly
26 designated for protection under this order, from using such transcript or exhibits in
27 filings concerning any motion or at any subsequent deposition, settlement conference,
28 mediation or other proceeding related to the Action.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this

Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the

1 deposing party requests that the witness sign the form attached as Exhibit A
2 hereto; and (2) they will not be permitted to keep any confidential information
3 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
4 A), unless otherwise agreed by the Designating Party or ordered by the court.
5 Pages of transcribed deposition testimony or exhibits to depositions that reveal
6 Protected Material may be separately bound by the court reporter and may not
7 be disclosed to anyone except as permitted under this Stipulated Protective
8 Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that
14 compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL,” while such materials remain under the protection of this order,
16 that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification
18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include a
22 copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the
26 subpoena or court order shall not produce any information designated in this action as
27 “CONFIDENTIAL” before a determination by the court from which the subpoena or
28 order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the remedies
10 and relief provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

- 16 1. promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a
18 confidentiality agreement with a Non-Party;
- 19 2. promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s),
21 and a reasonably specific description of the information requested;
22 and
- 23 3. make the information requested available for inspection by the
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court
26 within 14 days of receiving the notice and accompanying information, the Receiving
27 Party may produce the Non-Party's confidential information responsive to the
28

1 discovery request. If the Non-Party timely seeks a protective order, the Receiving
2 Party shall not produce any information in its possession or control that is subject to
3 the confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
5 of seeking protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
23 parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 parties may incorporate their agreement in the stipulated protective order submitted to
26 the court.

12. **MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. **FINAL DISPOSITION**

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,

1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
2 work product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected
4 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

5 14. **VIOLATION**

6 Any violation of this Order may be punished by any and all appropriate measures
7 including, without limitation, contempt proceedings and/or monetary sanctions.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10 DATED: April 2, 2019

HUNTON ANDREWS KURTH LLP

11
12 By: /s/ Roland M. Juarez

13 ROLAND M. JUAREZ
14 MATTHEW I. BOBB
15 ANH N. NGUYEN
16 Attorneys for Defendant
LOWE'S HOME CENTERS, LLC

17 DATED: April 2, 2019

THE CULLEN LAW FIRM, APC

18
19 By: /s/ Paul T. Cullen

20 PAUL T. CULLEN
21 Attorneys for Plaintiff
JAMES O'DONNELL

Attestation Pursuant to Local Rule 5-4.3.4(a)(2)(i)

I, Anh N. Nguyen, attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Anh N. Nguyen
Anh N. Nguyen

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 3, 2019

Rozelle A. Olin

Honorable Rozella A. Oliver
United States Magistrate Judge

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [____](date) in the case of *James O'Donnell v. Lowe's Home Centers, LLC, Case No.: 8:18-cv-873*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name:

Signature: